



City of Long Beach
City Purchasing Agent
333 W. Ocean Blvd./Plaza Level
Long Beach, CA 90802

READ PROVISIONS ON BACK
BEFORE QUOTING

INVITATION TO BID
(THIS IS NOT AN ORDER)

REQUEST NO.: ITLB03000040 PRINT DATE: 02/21/2003 PAGE: 01

BID MUST BE RECEIVED BY 03/12/03 TIME: 02:00 PM

VENDOR NO :
VENDOR NAME:
ADDRESS:

SUBMIT BID TO:
LEE E WAYNE
CITY OF LONG BEACH
333 W. OCEAN BLVD - PLAZA LEVEL
LONG BEACH CA 90802

FOR INFO. CALL: LEE E WAYNE
(562)-570-6361 EXT-
SPEC CONTACT: JANET DAY 562/570-3190

DELIVERY: _____ DAYS ARO
(DELIVERY IN CALENDAR DAYS)
F.O.B. POINT : _____
PAYMENT TERMS: _____

NOTE: LONG BEACH, DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESSES ARE
ENCOURAGED TO RESPOND TO THIS SOLICITATION

TERMS:

TERM ORDER FOR THE PERIOD COMMENCING AWARD TO TWELVE (12) MONTHS FOR
FURNISHING AND DELIVERING LOCKSMITHING SERVICES, MATERIALS, AND
SUPPLIES NECESSARY TO REPAIR LOCKS IN ACCORDANCE WITH DEPARTMENTAL
NEEDS AND/OR FUND AVAILABILITY.

EXTENSION OPTION:

THIS CONTRACT IS SUBJECT TO EXTENSION FOR TWO ADDITIONAL ONE (1) YEAR
PERIODS FROM THE DATE OF EXPIRATION OF THIS CONTRACT, AT THE OPTION
OF THE CITY, IN ACCORDANCE WITH THE OPTION GRANTED IN YOUR BID.
PRICE INCREASE SHALL NOT EXCEED _____% DURING FIRST EXTENSION PERIOD.
PRICE INCREASE SHALL NOT EXCEED _____% DURING SECOND EXTENSION PERIOD.

PLEASE QUOTE THE FOLLOWING BID ITEMS:

LOCKSMITHING SERVICES -

PLEASE PROVIDE LABOR RATES BELOW FOR THE FOLLOWING SERVICES (RATES TO
INCLUDE ALL TRANSPORTATION, DELIVERY, UNLOADING, AND RELATED CHARGES).

IN SHOP	\$ _____	PER HOUR
OUT OF SHOP	\$ _____	PER HOUR
SAFESMITH	\$ _____	PER HOUR
SAFE & VAULT COMBINATION	\$ _____	PER HOUR

PLEASE PROVIDE PRICES FOR THE FOLLOWING -

CYLINDER ON STANDARD LOCKS WITH OLD KEY \$ _____ EACH
PROVIDED
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CYLINDER ON STANDARD LOCKS WITHOUT OLD KEY
PROVIDED

\$ _____ EACH

CYLINDER ON HEAVY DUTY LOCKS WITH OLD KEY
PROVIDED

\$ _____ EACH

CYLINDER ON HEAVY DUTLOCKS WITHOUT
OLD KEY PROVIDED

\$ _____ EACH

CYLINDER ON MEDECO LOCKS

\$ _____ EACH

MATERIALS REQUIRED, NOT LISTED ABOVE, FOR COMPLETION OF JOB SHALL BE
INVOICED AT CONTRACTORS COST PLUS _____ % (BIDDER TO COMPLETE).

STATE LENGTH OF A TIME COMPANY HAS BEEN IN THE LOCKSMITHING BUSINESS:
_____ YEAR(S).

DELIVERY: _____ DURING NORMAL WORKING HOURS AFTER RECEIPT OF ORDER
(IF TIME EXCEEDS SAME OR NEXT DAY BID MAY BE REJECTED).

TURN AROUND TIME MAY BE A FACTOR IN AWARD OF CONTRACT.

PLEASE SUBMIT ITEMIZED LIST OF ANY ADDITIONAL COSTS.

LICENSE

THE UNDERSIGNED HEREBY DECLARES THAT HE IS A CONTRACTOR AND HAS BEEN
IN BUSINESS FOR _____ YEARS; HAS A VALID STATE OF CALIFORNIA
CONTRACTOR'S LICENSE SUFFICIENT TO QUALIFY AS CONTRACTOR IN THIS CASE
AND A CURRENT CITY OF LONG BEACH BUSINESS LICENSE; AND WILL OBTAIN ALL
REQUIRED PERMITS.

CALIFORNIA CONTRACTORS LICENSE NUMBER: _____

EXPIRES: _____ CLASSIFICATION NUMBER: _____

** LONG BEACH BUSINESS LICENSE NUMBER: _____

(REQUIRED UPON NOTIFICATION OF AWARD)

SIGNATURE: _____

DAMAGE TO EXISTING STRUCTURES AND IMPROVEMENTS: THE CONTRACTOR SHALL
FAMILIARIZE ITSELF WITH ALL EXISTING SURFACE INSTALLATIONS ON THE SITE
AND SHALL PROVIDE ADEQUATE SAFEGUARDS TO PREVENT DAMAGE TO EXISTING
STRUCTURES AND IMPROVEMENTS. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL
BE REPAIRED AT THE CONTRACTOR'S OWN COST AND EXPENSE.

INSURANCE REQUIREMENTS:

SUCCESSFUL BIDDER SHALL OBTAIN AND MAINTAIN AT ITS EXPENSE, UNTIL
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COMPLETION OF PERFORMANCE AND ACCEPTANCE BY CITY, FROM AN INSURER ADMITTED IN CALIFORNIA OR WITH A RATING OF, OR EQUIVALENT TO, A:VIII BY BEST'S UNLESS WAIVED IN WRITING BY CITY'S PURCHASING AGENT, THE FOLLOWING INSURANCE:

A. COMPREHENSIVE GENERAL LIABILITY:

NAMING CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSUREDS FOR INJURY TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR CONNECTED TO VENDOR'S PERFORMANCE HERE- UNDER \$1,000,000 COMBINED SINGLE LIMIT FOR EACH OCCURENCE AND \$2,000,000 GENERAL AGGREGATE.

B. AUTOMOBILE LIABILITY:

\$500,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE COVERING OWNED, NON-OWNED AND HIRED VEHICLES.

C. WORKERS' COMPENSATION:

AS REQUIRED BY CALIFORNIA LABOR CODE.

SELF-INSURANCE OF SELF-INSURED RETENTION MUST BE APPROVED IN WRITING BY CITY AND PROTECT CITY IN THE SAME MANNER AND EXTENT AS IF THE POLICIES HAD NOT CONTAINED RETENTION. EACH POLICY MUST BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE CANCELLED BY EITHER PARTY OR REDUCED IN COVERAGE EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE TO CITY. VENDOR MUST FURNISH TO CITY BEFORE PERFORMANCE CERTIFICATES OF INSURANCE AND ORIGINAL ENDORSEMENTS, WITH THE ORIGINAL SIGNATURE OF ONE AUTHORIZED BY THE INSURER TO BIND COVERAGE ON ITS BEHALF, FOR APPROVAL AS TO SUFFICIENCY AND FORM. THIS INSURANCE SHALL NOT BE DEEMED TO LIMIT VENDOR'S LIABILITY HEREUNDER.

PRICE ADJUSTMENT

NO INCREASES IN PRICE SHALL BE MADE BY CONTRACTOR DURING THE FIRST SIX MONTHS OF THE CONTRACT, AFTER WHICH TIME PRICES QUOTED MAY BE SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH CORRESPONDING CHANGES IN MANUFACTURER'S PUBLISHED PRICES. BIDDER GUARANTEES THAT PRICES QUOTED HEREIN WILL NOT INCREASE MORE THAN ____% (BIDDER INSERT MAXIMUM PERCENTAGE INCREASE) DURING THE REMAINDER OF THE FIRST YEAR OF THE CONTRACT. MAXIMUM INCREASE SHOWN BY BIDDER WILL BE A FACTOR IN ANALYZING THE BIDS.

PRICE INCREASES WILL NOT BE GRANTED RETROACTIVELY AND REQUESTS FOR ADJUSTMENT SHALL BE MADE IN WRITING TO THE PURCHASING AGENT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT WITHOUT FURTHER OBLIGATION BY EITHER PARTY IN THE EVENT PRICE INCREASES ARE NOT ACCEPTABLE. REQUESTS FOR PRICE INCREASES SHALL BE ACCOMPANIED BY MANUFACTURER'S PRICE LISTS OR REGULARLY PUBLISHED PRICE LISTS OF THE CONTRACTOR WHICH SUBSTANTIATE THE REQUEST FOR PRICE CHANGE.
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BASIS OF AWARD OF CONTRACT: WITHOUT LIMITING THE POWER AND AUTHORITY WITH WHICH IT IS VESTED, THE CITY SHALL BE THE SOLE AUTHORITY IN DETERMINING THE LOWEST RESPONSIBLE BIDDER, TAKING INTO CONSIDERATION THE BIDDER'S EXPERIENCE, REFERENCES, EQUIPMENT, FACILITY, OPERATIONS, QUALITY, FITNESS, CAPACITY AND ADAPTABILITY IN RESPECT TO THE REQUIREMENTS OF THE SPECIFICATIONS FOR THE SERVICES PROPOSED. BID COMPLETENESS, CLARITY, ACCURACY, AND COMPLIANCE WITH CITY REQUIREMENTS SHALL ALSO BE DETERMINING FACTORS OF AWARD.

REFERENCES:

BIDDER SHALL FURNISH A LIST OF FIVE (5) CURRENT CUSTOMERS, INCLUDING COMPANY NAME, STREET ADDRESS, TELEPHONE NUMBER AND CONTACT PERSON, FOR WHOM BIDDER HAS PROVIDED SIMILAR SERVICES. THE CITY INTENDS TO CONTACT THESE CUSTOMERS TO DETERMINE PRODUCT RELIABILITY, PERFORMANCE AND OTHER INFORMATION. FAILURE TO INCLUDE CUSTOMERS REFERENCES MAY VOID BID IF THE CITY HAS NO PRIOR EXPERIENCE WITH BIDDER.

SCHEDULE (UNIT PRICES SHALL NOT INCLUDE FEDERAL, STATE, OR LOCAL TAXES)

ITEM NO.	QTY	U/M	COMMODITY DESCRIPTION	UNIT COST	EXTENSION	BRAND OR MFG. OFFERED
001 910-48	1.00	LT	LOCKSMITHING SERVICES			

*** GENERAL CONDITIONS ***

ITEM 3 "AWARD" LINE (D) OF "INSTRUCTIONS AND CONDITIONS" GRANTING LONG BEACH BIDDERS A 1% PREFERENCE IS HEREBY DELETED IN ITS ENTIRETY.

BUSINESS LICENSE REQUIREMENTS:

IN ACCORDANCE WITH MUNICIPAL CODE (SECTION 3.80.210) A BUSINESS LICENSE IS REQUIRED UNDER THE FOLLOWING CONDITIONS:

- A) IF YOU ARE PROVIDING A SERVICE IN LONG BEACH;
- B) IF YOU ARE PROVIDING AND DELIVERING A PRODUCT IN LONG BEACH.

(IF A THIRD PARTY DELIVERS THE PRODUCT, A BUSINESS LICENSE IS NOT REQUIRED.)

FOR MORE INFORMATION, CONTACT THE BUSINESS LICENSE SECTION AT 562-570-6211.

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** LONG BEACH BUSINESS LICENSE NUMBER: _____

(REQUIRED UPON NOTIFICATION OF AWARD)

INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID,
WOULD YOU SUPPLY THE SAME ITEMS? YES () NO ()

(IF YES, ANY AGENCY ELECTING TO PARTICIPATE IN THIS BID WILL ORDER ITS
OWN REQUIREMENTS WITHOUT REGARD TO THE CITY OF LONG BEACH. THE CITY OF
LONG BEACH ASSUMES NO LIABILITY OR PAYMENT GUARANTEE ON ANY UNITS SOLD
TO PARTICIPATING AGENCIES.)

AMERICANS WITH DISABILITIES ACT:

CONTRACTOR SHALL HAVE AND BE ALLOCATED THE SOLE RESPONSIBILITY TO
COMPLY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 ("ADA")
WITH RESPECT TO PERFORMANCE HEREUNDER AND CONTRACTOR SHALL DEFEND,
INDEMNIFY AND HOLD THE CITY, ITS OFFICIALS AND EMPLOYEES HARMLESS
FROM AND AGAINST ANY AND ALL CLAIMS OF FAILURE TO COMPLY WITH OR
VIOLATION OF THE ADA AS SAID CLAIM RELATES TO THIS CONTRACT.

AWARD INFORMATION:

CITY'S PURCHASES OF GOODS AND SERVICES ARE BASED ON THE CITY'S ACTUAL
NEEDS AND REQUIREMENTS. THE CITY IS OBLIGATED UNDER THIS CONTRACT/
PURCHASE ORDER TO PURCHASE AND PAY FOR ONLY THOSE GOODS AND SERVICES
THAT THE CITY NEEDS AND REQUIRES, AND THAT THE CITY ACTUALLY ORDERS
AND RECEIVES. ANY DOLLAR AMOUNT IDENTIFIED AS A "NOT TO EXCEED"
AMOUNT IN ANY CITY DOCUMENT IS NOT A GUARANTEED PAYMENT AMOUNT TO
ANY VENDOR OR SERVICE PROVIDER. FURTHERMORE, THE CITY MAY DETERMINE
THAT ITS NEEDS AND REQUIREMENTS MAY BE MET BY CITY LABOR OR BY A
SECOND VENDOR OR SERVICE PROVIDER, EVEN AFTER AN AWARD IS MADE TO
ONE VENDOR OR SERVICE PROVIDER. AN AWARD IS NOT A PROMISE OR GUARANTEE
OF EXCLUSIVITY.

BASIS OF AWARD OF CONTRACT: WITHOUT LIMITING THE POWER AND AUTHORITY
WITH WHICH IT IS VESTED, THE CITY SHALL BE THE SOLE AUTHORITY IN
DETERMINING THE LOWEST RESPONSIBLE BIDDER, TAKING INTO CONSIDERATION
THE BIDDER'S EXPERIENCE, REFERENCES, EQUIPMENT, FACILITY, OPERATIONS,
QUALITY, FITNESS, CAPACITY AND ADAPTABILITY IN RESPECT TO THE REQUIRE-
MENTS OF THE SPECIFICATIONS FOR THE SERVICES PROPOSED. BID COMPLETE-
NESS, CLARITY, ACCURACY, AND COMPLIANCE WITH CITY REQUIREMENTS SHALL
ALSO BE DETERMINING FACTORS OF AWARD.

DISCOUNTS:

DISCOUNTS OFFERED FOR PAYMENT WITHIN 14 DAYS OR LESS WILL NOT BE
CONSIDERED WHEN EVALUATING BIDS. THE BIDDER OFFERS AND AGREES TO
FURNISH THE ABOVE ARTICLES AND/OR SERVICES, AT THE PRICES AND TERMS
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STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS ON THE REVERSE
SIDE HEREOF. THIS OFFER SHALL BECOME A BINDING CONTRACT ON ACCEPTANCE
BY THE CITY PURCHASING AGENT.

UNIT PRICE INCREASES WILL NOT BE ALLOWED DURING ANY TWELVE (12) MONTH
CONTRACT PERIOD. DISCOUNTS ALLOWED, IF ANY, OFF MANUFACTURER'S
CATALOGS AND/OR PRICE LISTS SHALL NOT BE DECREASED BUT MAY BE
INCREASED FOR THE DURATION OF THE CONTRACT.

STATUS OF OWNERSHIP:

TO ASSIST THE PURCHASING DIVISION IN OBTAINING RECORDS OF THE CITY'S
OUTREACH TO MINORITY-OWNED OR WOMAN-OWNED BUSINESS ENTERPRISES
(MBE/WBE), BIDDER SHALL COMPLETE THE FOLLOWING (ANSWERS ARE OPTIONAL,
AND FAILURE TO ANSWER WILL NOT DISQUALIFY BID).
COMPOSITION OF OWNERSHIP (MORE THAN 51%):

ETHNIC FACTORS OF OWNERSHIP:

BLACK () AMERICAN INDIAN ()
HISPANIC () OTHER NON-WHITE ()
ASIAN () CAUCASIAN ()

NON-ETHNIC FACTORS OF OWNERSHIP:

MALE () FEMALE ()

HAS FIRM PREVIOUSLY BEEN CERTIFIED AS A MBE/WBE BY ANY OTHER AGENCY:

YES () NO ()

IF YES, NAME OF CERTIFYING AGENCY:

MBE/WBE SUBCONTRACTORS (COMPLETE ONLY IF SUBCONTRACTORS WILL BE USED):
THE FOLLOWING MINORITY- OR WOMAN-OWNED SUBCONTRACTORS ARE TO BE
UTILIZED TO PROVIDE EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES
FOR THIS BID REQUIREMENT:

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

COMMODITY/SERVICE PROVIDED: _____

CIRCLE APPROPRIATE DESIGNATION: MBE WBE

COMPOSITION OF OWNERSHIP (MORE THAN 51%):

ETHNIC FACTORS OF OWNERSHIP:

BLACK () AMERICAN INDIAN ()
HISPANIC () OTHER NON-WHITE ()
ASIAN () CAUCASIAN ()

NON-ETHNIC FACTORS OF OWNERSHIP:

MALE () FEMALE ()

DOLLAR VALUE (OR ESTIMATE) OF SUBCONTRACTOR PARTICIPATION: \$ _____

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BID RECEIPT: PLEASE INDICATE BELOW HOW YOU OBTAINED INFORMATION ON
THIS BID:

RECEIVED BID NOTICE IN MAIL.....
DOWNLOADED FROM THE INTERNET.....
WAS INFORMED BY DIVERSITY OUTREACH OFFICER...
OBTAINED INFO FROM PURCHASING HOTLINE.....
OBTAINED INFO FROM A CITY NETWORKING SESSION...
OBTAINED BID FROM PURCHASING COUNTER.....

SIGNATURE OF OWNER OR OFFICER: _____

PRINT NAME AND TITLE OF SIGNER: _____

DATE: _____ FED TAX ID OR SSN: _____

TELEPHONE NO: _____

FAX NO: _____

***** LAST PAGE *****



The bidder shall comply with the following instructions and conditions:

INSTRUCTIONS AND CONDITIONS

1. BID PREPARATION AND INSTRUCTIONS

- (a) All prices and notations must be typewritten or written in ink. Any change, alteration or correction in the bid must be initialed in ink by the person signing the bid.
- (b) Bidder shall state brand name or make of each item if not bidding on item as described, and the manufacturer's name and catalog number. Bidder shall also attach specifications and furnish other data to establish the suitability of the substituted item.
- (c) Bidder shall quote separately on each item and prices should be stated and the units specified.
- (d) All bids must be signed by owner or by an officer of the company.
- (e) Bidder shall quote the lowest price and best delivery date.
- (f) Bidder shall make delivery to required locations and City will not pay any extra charge for transportation, containers, packaging, etc.

2. SUBMISSION OF BIDS

- (a) Each bid must be submitted in a separate sealed envelope with bid number on outside and must be delivered to the office of the City Purchasing Agent by 2:00 p.m. on the date specified. A gummed sticker or special envelope is provided for bidder's use.
- (b) Bidder will not be permitted to make changes, corrections or alterations in the bid after the bid is opened and may only withdraw the bid for legal cause.
- (c) A failure to respond to requests for bids without reason may constitute cause to remove bidder's name from City's bid list.

3. AWARD

- (a) Discounts offered for payment within 14 days or less will not be considered when evaluating bids.
- (b) Unless the bidder specified in the bid that the bid is on an "all or none basis," the City shall have the right to accept any item or group of items of any bid.
- (c) Bids may be accepted at any time within 90 days after the opening, unless otherwise stipulated.
- (d) Under City Charter, Long Beach bidders are granted a 1% preference in lieu of Sales Tax loss when evaluating bids for materials, equipment and supplies.
- (e) A Purchase Order mailed or otherwise furnished to the successful bidder is a binding contract without further action by either party.
- (f) It is the responsibility of the bidder to become familiar with all terms and conditions of the City prior to submitting a bid.

4. DELIVERY

Time of delivery is a part of the consideration and must be stated in definite terms. Time is of the essence.

5. TAXES

- (a) The City is exempt from payment of Federal Excise Tax under certificate No. 95-730502K; number will be shown on all orders and an exemption certificate will be issued on request.
- (b) Unless otherwise indicated by bidder, prices quoted shall be deemed to exclude Sales or Use Taxes.

6. BRAND NAMES

Where brand names and model numbers are used in Request for Quotation and articles are identified by a "Brand Name or Equal" description, such reference is not intended to be restrictive but is for the sole purpose of identifying and indicating to bidders a description of the articles required. Bids on substitute items will be considered, provided the bid clearly describes the substitute items and they are equal in quality, utility and performance.

7. RIGHT TO REJECT

City reserves the right to reject any and all bids, to waive any technicalities and informalities, and to accept or reject any or all parts of the bid.

8. SAMPLES

Samples of items, when requested or required for evaluation, must be furnished free of charge to the City. Samples not destroyed will, upon request, be returned at the bidder's expense. If no request is received by the City from the bidder within 30 days after receipt of samples, the City will dispose of the samples.

9. STATE AND LOCAL CODES, LAWS, ETC.

- (a) All materials, equipment or supplies in the bid shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety and all laws and ordinances applicable thereto.
- (b) All electrical, radio and electronic equipment, materials, supplies and accessories must bear the seal of approval of the Underwriters Laboratories, Inc. or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visible, a signed statement of such approval shall be furnished to the City, if so requested by the City.
- (c) Suppliers shall have valid City and State licenses.
- (d) Supplier shall comply with all rules, regulations, laws, and ordinances of any federal, state, or local entity having jurisdiction over the goods or services provided by that Supplier.
- (e) All materials, supplies and equipment in these specifications, where applicable, shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations.

10. SUPPLIER CONDITIONS AND RESPONSIBILITIES

- (a) If Supplier fails to comply with the Purchase Order, the City may cancel the Purchase Order, procure the materials, equipment or supplies from other sources, or have the work performed by others, and Supplier shall pay to City the difference between the price specified in the Purchase Order and the actual cost to City. If any money is due to Supplier, City may deduct the loss sustained by City from the money due and pay balance, if any, to Supplier.
- (b) Supplier shall pay cost of inspection of deliveries or offers for delivery, which do not meet specifications.
- (c) Supplier will not be held liable for failure or delay in fulfillment if hindered or prevented by a cause beyond Supplier's control. Bankruptcy or financial difficulties are not causes beyond Supplier's control.

11. PAYMENT

- (a) Payment terms are Net/30 unless bidder quotes otherwise.
- (b) Partial payment may be made upon receipt of invoice by City Accounting Division.
- (c) Payments are made in due course of payments of City, after the first of each month, for actual quantities furnished and delivered during the previous month and accepted by City.

12. PUBLIC WORK

In the performance of public work under any Purchase Order, the Supplier shall:

- (a) Comply with the provisions of Standard Specification for Public Works Construction, latest edition, and City of Long Beach amendments thereto.
- (b) Obtain a license from the Commercial Services Bureau, pursuant to Section 3.80.210 of the Long Beach Municipal Code, if required.
- (c) Furnish a Labor and Material Bond for 100 percent of the amount of the Purchase Order when the Purchase Order is over \$25,000 or required by City Purchasing Agent.
- (d) Furnish a certificate showing Supplier has complied with the California Workers' Compensation laws.
- (e) Furnish comprehensive general liability and property damage insurance, as required by the Purchase Order, before commencing work, and naming the CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED.

13. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

Supplier shall comply with all requirements of California Fair Employment Practice Commission in its performance hereunder.

14. CANCELLATIONS

Failure to comply with terms and conditions stated on reverse side hereof may be cause for cancellation of Purchase Order without notice.

15. SUBCONTRACTOR

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with bidder's cost proposal.

16. NEEDS AND REQUIREMENTS

City's purchases are based on its actual needs and requirements. Any quantities shown on the bid sheet are only estimates or are shown to allow bidding based on quantity discounts. By submitting a bid, bidder acknowledges and agrees that City is not committed to buying all or any of the quantities shown on the bid.